

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

CORRECTION OF OIL, GAS AND MINERAL LEASE

WHEREAS, on November 21, 2006, an Oil, Gas and Mineral Lease ("Subject Lease") was entered into by and between Baker Blvd., Ltd., a Texas Limited Partnership ("Lessor"), and Dale Resources, L.L.C., whose address is 2100 Ross Avenue, Suite 1870, LB-9, Dallas, TX 75201, ("Lessee") and recorded in the Deed Records of Tarrant County, Texas, as Document No. D206388751.

WHEREAS, the Subject Lease has been included in the following conveyances:

Assignment of Oil, Gas and Mineral Leases by and between Dale Resources, L.L.C., as Assignor, and Dale Property Services, LLC, as Assignee, recorded as Document No. D207118883.

Conveyance by and between Dale Property Services, L.L.C. as grantor and Chesapeake Exploration Limited Partnership (now Chesapeake Exploration, L.L.C. by merger) as grantee recorded as Document No. D207131206, Deed Records, Tarrant County, Texas.

Partial Assignment and Bill of Sale by and between Chesapeake Exploration Limited Partnership as assignor and Parallel L.P. (now Parallel Petroleum, L.L.C.) and Wes-Tex Drilling Company, L.P. as assignee, recorded as Document No. D207227193, Deed Records, Tarrant County, Texas.

Partial Assignment by and between Chesapeake Exploration, L.L.C. as assignor and Total E&P USA, Inc. as assignee recorded as Document No. D210019134, Deed Records, Tarrant County, Texas.

WHEREAS, the aforementioned assignees and grantees are collectively referred to as "Assignees."

And now, all right, title, and interest in the Subject Lease is now owned by Assignees, thereby authorizing Assignees to investigate, explore, prospect, drill, and produce oil and gas (reserving to Lessor under the Subject Lease the usual

royalties), upon the lands situated in Tarrant County, Texas, as further described in the Subject Lease.

WHEREAS, the legal description on the Subject Lease incorrectly describes the Subjects lands as follows:

"0.517 acres of land, more or less, being Lot 7B, Block 7 out of the Richland Hills South Addition, an Addition to the City of Richland Hills, Tarrant County, Texas, being more particularly described by metes and bounds in that certain plat dated the 3rd day of January, 1955, recorded in Volume 388-2, Page 12 of the Plat Record of Tarrant County, Texas."

WHEREAS, Lessor and Assignees desire to execute this instrument in order to correct the aforementioned mistake by correcting the legal description thereon as follows:

.511 acres, more or less, out of the G. Akers Survey, A-30, Tarrant County, Texas, being a portion of Block 7, Richland Hills South Addition, an addition to the City of Richland Hills, Tarrant County, Texas, according to the Revised Plat recorded in Volume 388-2, Page 12, Plat Records, Tarrant County, Texas, and being the same lands more particularly described by that certain Warranty Deed dated February 5, 2007, from Baker Blvd. Ltd., to Terry Latham, recorded as Tarrant County Clerk Instrument No. D207061786, Deed Records, Tarrant County, Texas.

NOW, THEREFORE, for good and valuable consideration the receipt of which is hereby acknowledged and confessed, Lessor wishes to correct the aforementioned Oil, Gas and Mineral Lease and does hereby grant, devise, lease and let unto Assignees the acreage as described above, as amended, subject to and in accordance with all of the terms and provisions of said Subject Lease.

It is understood and agreed by all parties hereto that in all respects, the Subject Lease and the provisions thereto, are in full force and effect and each of the undersigned does hereby correct, revive, ratify and confirm the Subject Lease, as herein stated.

This Correction of Oil, Gas and Mineral Lease shall be binding upon, and inure to the benefit of, the parties hereto, their respective heirs, legal representatives, successors and assigns.

To facilitate execution, this instrument may be executed in as many counterparts as may be convenient or required. It shall not be necessary that the signature of all persons required to bind any party appear on each counterpart. All counterparts shall collectively constitute a single instrument. It shall not be necessary in making proof of this instrument to produce or account for more than a single counterpart containing the respective signatures of, or on behalf of, each of the parties hereto. Any signature page to any counterpart may be detached from such counterpart without impairing the legal effect of the signatures thereon and thereafter attached to another counterpart identical thereto except having attached to it additional signature pages.

IN WITNESS WHEREOF, this instrument is dated and made effective as of the date of the Subject Lease as set forth above.

Executed this 19th day of March, 2010, but for all purposes, to be effective as of the 21st day of November, 2006.

LESSOR: Baker Blvd., Ltd., a Texas Limited Partnership

By: Ronald K. Gruben

Ronald K. Gruben, Individually and in his Capacity as General Partner for Baker Blvd., Ltd.

By: _____

Margaret Ann Goeke, Individually, and in her Capacity as General Partner of Baker Blvd., Ltd., and in her capacity as Executor for the Estate of Louis R. Goeke, deceased, General Partner of Baker Blvd., Ltd.

ASSIGNEES:

CHESAPEAKE EXPLORATION, L.L.C.

By: Henry J. Hood
Its: Senior Vice President Land
and Legal & General Counsel

JHM

M.R.

MR

To facilitate execution, this instrument may be executed in as many counterparts as may be convenient or required. It shall not be necessary that the signature of all persons required to bind any party appear on each counterpart. All counterparts shall collectively constitute a single instrument. It shall not be necessary in making proof of this instrument to produce or account for more than a single counterpart containing the respective signatures of, or on behalf of, each of the parties hereto. Any signature page to any counterpart may be detached from such counterpart without impairing the legal effect of the signatures thereon and thereafter attached to another counterpart identical thereto except having attached to it additional signature pages.

IN WITNESS WHEREOF, this instrument is dated and made effective as of the date of the Subject Lease as set forth above.

Executed this 24th day of March, 2010, but for all purposes, to be effective as of the 21st day of November, 2006.

LESSOR: Baker Blvd., Ltd., a Texas Limited Partnership

By: _____

Ronald K. Gruben, Individually and in his Capacity as General Partner for Baker Blvd., Ltd.

By: Margaret Ann Goeke

Margaret Ann Goeke, Individually, and in her Capacity as General Partner of Baker Blvd., Ltd., and in her capacity as Executor for the Estate of Louis R. Goeke, deceased, General Partner of Baker Blvd., Ltd.

ASSIGNEES:

CHESAPEAKE EXPLORATION, L.L.C.

By: _____

Henry J. Hood
Its: Senior Vice President Land
and Legal & General Counsel

JHM
M.R.
QB

PARALLEL PETROLEUM LLC

By: [Signature]
John S. Rutherford, Vice President

WES-TEX DRILLING COMPANY, L.P.

By: Wes-Tex Holdings, LLC, General Partner

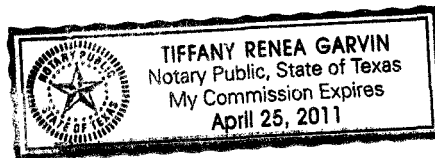
By: [Signature]
David Morris, Executive Vice President

TOTAL E&P USA, INC., a Delaware corporation

By: [Signature]
Eric Bonnin, Vice President- Business Development and Strategy

ACKNOWLEDGMENTS

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

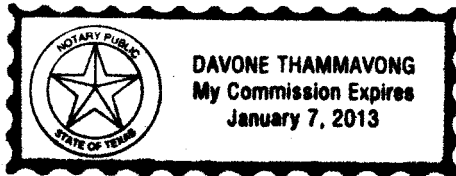


This instrument was acknowledged before me on the 19th day of March, 2010 by **Ronald K. Gruben, Individually and in his Capacity as General Partner for Baker Blvd., Ltd.**

[Signature]
Notary Public, State of Texas
Notary's Name:
Notary's Commission expires:

STATE OF TEXAS §
 COUNTY OF TARRANT §

This instrument was acknowledged before me on the 24th day of MARCH, 2010 by **Margaret Ann Goeke**, Individually, and in her capacity as General Partner of Baker Blvd., Ltd., and in her capacity as Executor for the Estate of Louis R. Goeke, deceased, General Partner of Baker Blvd., Ltd.



[Signature]
 Notary Public, State of Texas
 Notary's Name:
 Notary's Commission expires:

STATE OF OKLAHOMA §
 COUNTY OF OKLAHOMA §

This instrument was acknowledged before me on this 14th day of April, 2010, by Henry J. Hood, as the Senior Vice President - Land and Legal & General Counsel of Chesapeake Exploration, L.L.C., successor by merger to Chesapeake Exploration Limited Partners, on behalf of said limited liability company.

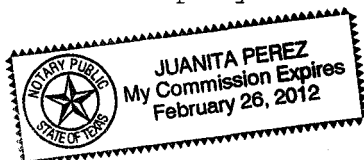
Given under my hand and seal the day and year last above written.

[Signature: Brenda L. Johnson]
 Notary Public, State of Texas
 Notary's name: Brenda L. Johnson
 Notary's Commission Expires:

STATE OF TEXAS §
 COUNTY OF MIDLAND §



The foregoing instrument was acknowledged before me on 21st July, 2010, by John S. Rutherford, Vice President of Parallel Petroleum LLC, a Delaware limited liability company, on behalf of said company.



[Signature: Juanita Perez]
 Notary Public, State of Texas
 Notary's name:
 Notary's Commission Expires:

STATE OF TEXAS §
 §
 COUNTY OF TARRANT §

This instrument was acknowledged before me on the ____ day of _____, 2010 by **Margaret Ann Goeke, Individually, and in her capacity as General Partner of Baker Blvd., Ltd., and in her capacity as Executor for the Estate of Louis R. Goeke, deceased, General Partner of Baker Blvd., Ltd.**

 Notary Public, State of Texas
 Notary's Name:
 Notary's Commission expires:

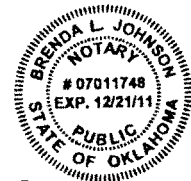
STATE OF OKLAHOMA §
 §
 COUNTY OF OKLAHOMA §

This instrument was acknowledged before me on this 14th day of April, 2010, by Henry J. Hood, as the Senior Vice President - Land and Legal & General Counsel of Chesapeake Exploration, L.L.C., successor by merger to Chesapeake Exploration Limited Partners, on behalf of said limited liability company.

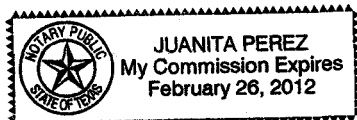
Given under my hand and seal the day and year last above written.

Brenda L Johnson
 Notary Public, State of Texas
 Notary's name:
 Notary's Commission Expires:

STATE OF TEXAS §
 §
 COUNTY OF MIDLAND §



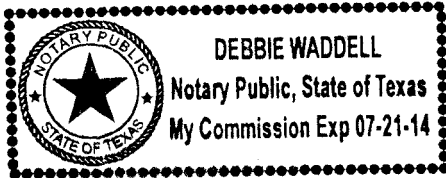
The foregoing instrument was acknowledged before me on 21st July, 2010, by John S. Rutherford, Vice President of Parallel Petroleum LLC, a Delaware limited liability company, on behalf of said company.



Juanita Perez
 Notary Public, State of Texas
 Notary's name:
 Notary's Commission Expires:

STATE OF TEXAS §
 §
 COUNTY OF TAYLOR §

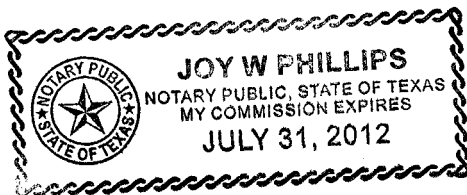
The foregoing instrument was acknowledged before me on August 3, 2010, by David Morris, Executive Vice President of Wes-Tex Holdings, LLC, General Partner of Wes-Tex Drilling Company, L.P., a Texas limited partnership, on behalf of said corporation.



Debbie Waddell
 Notary Public, State of Texas
 Notary's name:
 Notary's Commission Expires:

STATE OF TEXAS)
)
 COUNTY OF HARRIS)

The foregoing instrument was acknowledged before me this 24th day of May, 2010, by Eric Bonnin as Vice President - Business Development and Strategy of TOTAL E&P USA, INC., a Delaware corporation, as the act and deed and behalf of such corporation.



Joy W Phillips
 Notary Public, State of Texas
 Notary's name:
 Notary's Commission Expires:

Please Return To:
 Dale Prop SVCS
 Attn: Shannon Gray
 500 Taylor, #600, Arrey Bldg.
 FWTR 76102

SUZANNE HENDERSON

COUNTY CLERK



100 West Weatherford Fort Worth, TX 76196-0401

PHONE (817) 884-1195

DALE RESOURCES
500 TAYLOR ST #600
FT WORTH, TX 76102

Submitter: DALE RESOURCES LLC

DO NOT DESTROY
WARNING - THIS IS PART OF THE OFFICIAL RECORD.

Filed For Registration: 8/24/2010 10:28 AM

Instrument #: D210205731

LSE

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PGS

\$44.00

By: _____

Suzanne Henderson

D210205731

ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY
BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

Prepared by: VMMASSINGILL